

## **TERMS & CONDITIONS**

### **ORDERS**

1. All orders must be in writing, accompanied by sufficient information, including but not limited to a contact person, contact details, valid e-mail address.
2. All orders are subject to the Terms and Conditions and the user will be bound by the terms and conditions, whether signed or not.

### **3. LEAD TIME**

- 3.1 Pro-Designs will provide an estimate date upon which the products will be ready. However Pro-Designs will not be liable for late delivery for which ever reason, but will endeavour to meet the delivery date.
- 3.2 The lead time on unbranded stock for stock products is between 48 to 72 hours
- 3.3 The lead time on branded products is 7 to 10 working days after signing off on art work
- 3.4 The lead time for imported products is a minimum of 3-4 weeks and on some items 10-12 weeks.
- 3.5 The lead time for art work approval will take approximately 2 to 3 working days.
- 3.6 Calculation of the lead time will commence upon cleared payment in Pro-designs account and subject to the following conditions:
  - 3.6.1 The word "cleared" refers to visible and available funds in Pro-Designs bank account, and should for example a payment be made by cheque, a 10 working day delay may be expected. Payments need to be cleared before an order may be executed.
  - 3.6.2 Should the lead time be less than 10 working days, full payment shall be required upfront
  - 3.6.3 Should the products be branded, Pro-Designs may require full payment upfront
  - 3.6.4 No products will be released without full cleared payment in Pro-Designs account
  - 3.6.5 Should Pro-Designs agree in writing to a shorter lead time, a surcharge may apply and Pro-Designs is hereby expressly indemnified from the quality or correctness of the product
- 3.7 Pro-Designs in its sole and absolute discretion reserves the right to accept or reject the cancellation of any order as set out above
- 3.8 A deposit of 80% of the full amount (including Vat) is to be paid upon placing of the order. Should the order, after the placement thereof, be cancelled for whatsoever reason, and Pro-Designs accepts such a cancellation, then and in that event Pro-Designs shall be entitled to retain part of the deposit as constituting a genuine pre-estimate of its damages and it is recorded that the parties acknowledge that said liquidated damages are proportional to the prejudice to be suffered by Pro-Designs as a result of said cancellation.
- 3.9 All quotations are subject to the availability of input goods or services and subject to correction of good faith errors by Pro-Designs, and the prices quoted are subject to any increase in the cost price including currency fluctuations to Pro-Designs, before acceptance of the order.
- 3.10 Pro-Designs cannot be held responsible for delays on delivery of goods, loss of goods or other damages caused to the goods for whatsoever reason including but not limited to factors beyond the control of Pro-designs, the force majuer, war, civil riots or acts or terrorism within the Republic of South Africa or in the country where the goods are manufactured or despatched from, or in transit.

### **ARTWORK APPROVAL FORM**

- 4 Artwork approval forms part of this Terms and Conditions and is in no way severable from the remainder of the clauses of this Terms and Conditions.

### **5 ARTWORK FEES**

- 5.1 No cancellation of orders will be accepted from customers on account once final approval of artwork has been received.
- 5.2 The customer is to ensure that proof of payment has been received by its account consultant. Pro-Designs cannot take responsibility for missed deadlines if payment has not been confirmed with the account consultants.
- 5.3 Delivery dates are quoted from the day after artwork approval and receipt of payment, whichever date is the latest
- 5.4 Amendments made to artwork approvals will result in the delay of the delivery date. Should the customer require amendments Pro-Designs will issue a new layout for final approval before production commences. (Amendments to layout can take up to one day to generate.). A maximum of three amendments are allowed, thereafter it will be charged for.

### **6 DELIVERY**

The buyer and/or Seller at times utilize the services of a courier company. The parties agree that the seller is not responsible for any damages or shortages due to the negligence of act of omission or commission to the part of the courier. Delivery will be deemed to have occurred and liability will pass to the buyer when their appointed courier collects the goods at the sellers premises in Pretoria.

### **7 SAMPLE POLICY**

Pro-designs will gladly assist with samples for the client to check sizes and quality, however Pro-designs reserves the right to charge for samples at a nominal fee.

### **8 RETURN POLICY**

Subject to the conditions, Pro-Designs determines that they will not accept returned products. Any acceptance of returned products are at the sole and absolute discretion of Pro-Designs, and subject to the following conditions:

- 8.1 No claims will be recognised and/or accepted if made later than 7 days after receipt of the goods in writing
- 8.2 Pro-Designs will under no circumstances accept the return of branded goods, nor be responsible for the quality and correctness of the art work
- 8.3 Goods will not be deemed refundable if instructions have not been followed
- 8.4 No returns will be accepted on imported and custom manufactured items
- 8.5 All returns on unbranded stock will be subject to a 30% handling fee
- 8.6 All costs resulting from transport of returned goods will be for the account of the customer
- 9 The user will be bound by the terms and conditions of this agreement when purchasing any Pro-Designs products
- 10 Should the user fail to take possession of the product within 60 days after notice have been given that the product is ready for collection, Pro-Designs will be entitled to sell the product without any further notice to recover damages or expenses incurred.

### **11 DISCLAIMER**

11.1 Pro-Designs shall use its best endeavours to ensure that the information or use of the Website, alternatively other marketing material used shall not lead to any damage to the client and any use of the Website or marketing material shall be at the clients discretion and/or risk.

11.2 Whilst Pro-Designs shall take every care to ensure that all reasonable efforts are made relating to the quality of products and services, such products and/or services can be affected by factors outside Pro-Designs control, but accepts no liability save as stated herein.

11.3 No guarantee is given as to the suitability of goods sold for any particular purpose and the client must satisfy itself as to the suitability of goods for the purpose for which these goods are required prior to the purchase or same from Pro-Designs.

11.4 Pro-Designs' liability for any goods, which may be proved to be defective, shall be limited to replacing the defective goods or, at the clients discretion, passing a credit note for the amount equivalent to the purchase price of the goods. In no circumstance will Pro-Designs be responsible for any consequential damage of any nature, which may arise out of the goods being defective in any way whatsoever.

11.5 In so far as products supplied may be hazardous and/or unsafe it is recorded that the client undertakes to consider, read and obey any and all notices displayed on or with supplied with said packaging, and the client further undertakes and acknowledges not to use said products in manner other than directed.

11.6 The client herewith agrees to and hereby indemnifies Pro-Designs against any and all claims, liabilities, losses, cost, fines, damages, and expenses incurred (whether directly or indirectly), arising as a result of the fact that Pro-Designs has acted on the client's instructions or instructions which purport to emanate from the client.

11.7 It is recorded that the client is notified of the fact that clauses 8.1), 8.2), 8.3),8.4), 8.5.) and 8.6) are aimed at limiting the risk of Pro-Designs and/or constitutes an assumption of risk and/or liability by the client and that the content of said clauses are drawn to the attention of the client. It is, further, recorded that the client was afforded an opportunity to consider the applicable notification, considered same and is prepared to conclude the agreement with Pro-Designs subject to said conditions.

## **12 GENERAL**

12.1 The client hereby warrants that all the information and instruction provided by the client is accurate, true and complete in all respects.

12.2 Any waiver of rights by Pro-Designs or the client in terms of these Terms & Conditions must be in writing to be effective. No failure or delay on the part of Pro-Designs or the client in exercising any right of remedy under these Terms & Conditions will operate as a waiver of that right or remedy.

12.3 You may not cede or delegate any rights or obligations in terms of these Terms & Conditions without the prior written consent of Pro-Designs.

12.4 Any notice given by either the client or Pro-Designs in terms of these Terms & Condition must be in writing and delivered by personal delivery, express courier, confirmed facsimile, email or registered post. Any such notice will be deemed given upon personal delivery, two days after dispatch by express courier, upon confirmation of receipt of facsimile or email or seven days after dispatch by registered post. Notices will be sent to the client at the designated address provided by the client on the Website. Notices sent to Pro-Designs must be sent to info@Pro-Designs.co.za.

The client and Pro-Designs may change address or facsimile number for purpose of these terms of use by giving the other written notice of its new address or facsimile number

12.5 If any provision of these Terms & Conditions is or at any time becomes invalid, illegal or unenforceable, then that provision shall be severable from the other provisions of these terms of Use and other provisions of these terms of Use shall continue to be of full force and effect.

## **DISPUTE RESOLUTION AND JURISDICTION**

13 Should any dispute or proceedings arise in connection with any matter related to these Terms and Conditions, the customer and Pro-Designs consent to the jurisdiction of the Magistrate's court having jurisdiction, notwithstanding that such disputes or proceedings are otherwise beyond its jurisdiction. Pro-Designs and the customer nevertheless have the right to institute action in any other competent court.

## **SURETYSHIP**

14 The signatory hereby binds himself in his personal capacity as shareholder, member, owner, partner or proprietor as co-principle debtor jointly and severally for the full amount due to Pro-Designs and agrees that this agreement will apply in the same way to him.

## **GOVERNING LAW**

15 These Terms and Conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to any principles of conflicts of laws.